

# The co-operative bank

## good with money

## Cash ISA account terms and conditions

The conditions set out below, together with the application form (including the declaration) and any other conditions which may be implied by law, form the agreement (**agreement**) between you, the account holder, and us, The Co-operative Bank p.l.c. and any organisation to which we may transfer our rights and/or obligations. They tell you how your Cash ISA account works and what your and our obligations are once you open an account with us.

In these conditions:

- **account** means your Cash ISA.
- **group** means us, our parent company The Co-operative Group Limited (The Co-operative), Co-operative Insurance Society Limited (CIS) and any company or companies The Co-operative Bank, The Co-operative or CIS wholly or partly own at any time or transfer our rights and obligations to and any other independent Co-operative Societies.
- **information** includes any **information** about you or anyone associated with you, which we or the **group** hold now or in the future as a result of the application process or other dealings with us or the **group**, searches or checks at credit reference or fraud prevention agencies, products and services you hold within the **group** and any transactions for goods or services arising out of your **account** (including the supplier and the type of goods or services), and such **information** may include sensitive **information** as defined in the Data Protection Act 1998.
- **ISA** means Individual Savings Account.
- **ISA provider** means an institution or person authorised to provide **ISA**s.
- **Regulations** means the Individual Savings Account Regulations 1998 as amended or replaced from time to time.
- **we, us or our** means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP and any person to which the rights and/or duties of The Co-operative Bank are transferred.
- **working day** means any day other than Saturday, Sunday and bank holidays in England and Wales.
- **you or your** means the customer in whose name the **account** is opened.

### Opening your account and making deposits

- 1.1 To open an **account** you must be over 16 and normally resident in the UK. **You** may not open a joint **account**.
- 1.2 Any money **you** put into your **account** must be:
  - in sterling and/or
  - a recognised UK bank cheque.
- 1.3 Any money kept in your **account** is and will remain your property and must not be used as security for a loan.
- 1.4 **You** have the right to close your **account** in accordance with condition 8.7. If **you** do so, **we** will return any amount (including interest) owing to **you** or, at your request, transfer the amount to another **account**.
- 1.5 The minimum deposit **we** accept is £1. **We** may decide not to accept an application or deposit.
- 1.6 **You** may deposit up to but no more than the tax year subscription limits defined by HM Revenue and Customs for each tax year. Please refer to the declaration below for details of the current limits. If **you** exceed these limits then this will be returned to **you** as follows:
  - deposits made by cheque, SWIFT, CHAPS, TIPANET and EURO CHAPS.
  - **we** will process the deposit and once this has cleared, return the difference to **you** by crediting any other Co-operative Bank **account** **you** hold with **us** or if **you** do not have any other accounts with **us** **we** will send **you** the difference by cheque;
  - deposits made by Bank Transfer and Standing Order; **we** will return the full amount to the paying Bank **account**.
- 1.7 If **you** do not place money in your **account** during a tax year, **you** will need a new declaration should **you** wish to make a deposit in the following tax year.

### How your account works

- 2.1 **We** will send **you** statements once a year. **You** may request additional or copy statements for a small charge. Details are set out in your statement.
- 2.2 Withdrawals can be made at any time, provided **you** have enough available money in your **account** (this means funds which have been fully cleared – please refer to the Welcome Guide for details of our clearing timescales).
- 2.3 **You** may not overdraw your **account**.
- 2.4 Once **you** have reached the tax year subscription limit, **you** may make no further deposits in that tax year regardless of any withdrawals.

### Interest and charges

- 3.1 **We** will calculate interest on a daily basis on available money in your **account** and will pay the interest to your **account** once a year. Interest will be paid free of UK tax provided:
  - **you** comply with these conditions
  - the **Regulations** continue to apply.
- 3.2 Details of the rates of interest **we** will pay together with any charges **we** may make for running your **account** are set out in your statement.
- 3.3 **We** may change the rates of interest or charges from time to time but **we** will let **you** know if **we** do so (see condition 7).

### Ending this agreement and transferring your account

- 4.1 **You** can close your **account** and end this agreement by writing to **us** at The Co-operative Bank p.l.c., P.O. Box 200 DEF House, Skelmersdale, Lancashire WN8 6YR (telephone number 08457 212 212). **We** may end this agreement for any reason but **we** will give **you** 30 days' notice before **we** do so except in exceptional circumstances (e.g. a fraud investigation) in which case **we** may need to close it immediately.
- 4.2 **You** may transfer all (but not part only) of the money in your **account** in the current tax year, together with all or part of any deposits (together with interest) in your **account** from previous tax years to another **ISA** provider in accordance with the **Regulations**. The time period between request and transfer will not exceed 30 days. **You** will need to contact your other **ISA** provider to do so.
- 4.3 If **you** close your **account** and do not transfer the money in your **account** to another **ISA** provider, **you** will not be able to open a Cash ISA with another **ISA** provider in the same tax year.

### Using and Sharing your Information

- 5.1 **Your information** may be held by **us** in any form and on any **group** database and used by **us** and the **group** for the purposes set out below.
- 5.2 **We** and the **group** may use, analyse and access your **information** to maintain and develop our relationships with **you**. **Information** shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by **us** and them to prevent fraud and money laundering. This may include the following purposes
  - checking details on applications for credit and credit related facilities
  - to make credit decisions about **you** and anyone to whom **you** are linked financially or other members of your household
  - managing credit and credit related facilities
  - to consider and implement business, product and technology developments
  - to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning **you**), compliance and regulatory reporting, fraud prevention and recovering debt
  - checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for **you** and anyone else linked to your insurance proposal or claim
  - to help **us** identify products and services which may be of interest to **you** (unless **you** have asked **us** not to)
  - meeting any obligations **we** may have under the card scheme your **card** is issued under
  - checking details of job applicants and employees.
- 5.3 **We** may link your **information** between your **account(s)** and other products and services **you** have with **us** or the **group** and with **information** about others with whom **you** have a financial link.
- 5.4 **We** and the **group** may identify and tell **you** by letter, telephone, fax, including automated dialling, email or any other means of communication about products and services which may be of interest to **you** and which are offered by **us**, the **group** or other carefully selected organisations or companies (if **you** do not wish to receive such **information** please write to **us** at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY for more details, but please note this may mean **you** will not receive **information** about business, product or service developments which may be of benefit to **you**). **You** do agree that **we** can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your **account(s)** operate or provide information on card carriers.
- 5.4 **We** will disclose information outside the **group** only:
  - where **you** have provided your agreement
  - to our agents or subcontractors for operational reasons
  - to our affinity partner(s) if **you** have an affinity product(s)
  - to any persons, including, but not limited to, insurers, who provide a service or benefits to **you** or for **us** in connection with your **account(s)**
  - to licensed credit reference agencies as set out below
  - to fraud prevention and other agencies to help prevent crime or where **we** suspect fraud
  - if compelled to do so by law
  - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board or Financial Services Authority) and to confirm **you** identity for money laundering purposes, which may include checking the electoral register
  - to any person to whom **we** will or intend to transfer our rights or obligations
  - if your **card** or PIN are lost or stolen, or to meet any obligation **we** may have under any card scheme your **card** is issued under
  - to a payee's bank when **you** make an electronic payment overseas.
- 5.5 **We** may disclose your **information** to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to **you** or adjust any level of credit) for **you** and anyone with whom **you** are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply **us** with financial **information**.

- 5.6 **We** may also disclose **information** to licensed credit reference agencies about how **you** conduct your **account(s)** and this **information** may be shared with other financial institutions to help make financial decisions about **you** and anyone with whom **you** are linked financially or other members of your household. If **you** borrow and do not repay in full and on time, **we** may tell credit reference agencies who will record the outstanding debt.
- 5.7 A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. **You** and anyone else with whom **you** have a financial link understand that each other's **information** will be taken into account in all future applications by either or both of **you**. This linking will continue until one of **you** successfully files a disassociation at the credit reference and fraud prevention agencies.
- 5.8 **You** agree that your **information** may be transmitted to, from and/or through any country as a result of your use of your **account(s)** and any services which form part of your **account(s)** irrespective of the levels of data protection provided in any particular country and at your own risk. If **we** transfer your **information** to an agent or subcontractor who provides a service to **us** in another country outside the European Economic Area **we** will ensure they agree to treat your **information** with the same level of protection as **us**.
- 5.9 If **you** write to **us** and pay a fee **you** have a right of access to your **information** held by **us**. Write to **us** at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.
- 5.10 **You** have a right of access to your **information** held by credit reference and fraud prevention agencies on payment of a fee. If **you** ask **we** will tell **you** the name and address of the credit reference and fraud prevention agencies **we** may use.
- 5.11 **We** and other organisations may access and use from other countries the **information** recorded by fraud prevention agencies.
- 5.12 Law enforcement agencies may access and use this **information**.
- 5.13 **We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

### Telephone security

- 6.1 As part of this agreement **you** must register a passnumber and secure personal **information** with **us** for use when **you** telephone **us** about your **account** ("customer security codes").
- 6.2 When **you** use your customer security codes **you** are authorising **us** to carry out all your instructions.
- 6.3 **You** must do all **you** can to stop anyone else using your customer security codes and must **not**:
  - write them down
  - tell them to anyone.
- 6.4 If **you** suspect that someone knows your customer security codes, **you** must immediately contact **us** at the address in condition 4.1. When **we** receive notification your liability will cease. Until then **you** may be liable for up to £50 of any loss. If unauthorised use of your customer security codes is due to your negligence, fraud, disclosure to someone else or misuse, **you** will probably be liable for all losses. **We** may ask **you** to assist **us** in our efforts to recover any loss as a result of unauthorised use of your customer security codes.
- 6.5 For your protection, **we** reserve the right to suspend access if:
  - Incorrect customer security codes are used to attempt to access your **account**
  - **We** suspect an unauthorised person is attempting to access your **account**The services available to **you** using customer security codes may vary over time and **we** may suspend or terminate any services available but will inform **you** of any changes.

### Changing this agreement

- 7.1 **We** may vary or amend any of these conditions, but if the change is to your disadvantage **we** will give **you** 30 days notice in writing before **we** make any changes (except changes in interest rates due which may apply immediately). **We** will however, let **you** know about the changes in interest rates and any other changes within 30 days of the change.

### General

- 8.1 **We** will not be liable to **you** if **we** are unable to perform our obligations under this agreement (whether direct or indirectly) due to the failure of any machine, data processing system or transmission link, any period of essential maintenance, critical change, repair, alteration or failure of computer systems or any industrial dispute or anything outside our control or that of our agents or sub-contractors.
- 8.2 **You** must either write to **us** at the address or telephone **us** on the number set out in condition 4.1 immediately if **you** change your name or address. If **you** do not do this, **we** may change your **account** with the costs of locating **you**.
- 8.3 **We** may transfer our rights and/or obligations under this agreement to any person at any time, without giving notice. **You** may not transfer any of your rights or duties under this agreement to any person.
- 8.4 To assist **us** in improving our service, **we** may record or monitor telephone calls.
- 8.5 Any terms and conditions of your **account** will be in English, governed by English Law and **we** will communicate with **you** in English.
- 8.6 **You** may be liable for other taxes or costs that are not paid by or via **us** e.g. higher rate tax.
- 8.7 **You** have a right to cancel your **account** 14 days from our receipt of your signed agreement or **you** have started to transact on the **account**. **You** can cancel by writing to **us** at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY. **You** will have to repay **us** any amount **you** owe **us** including any interest and charges and, if appropriate, cut up any cards. If **you** choose not to cancel, the terms and conditions including any interest rates and **account** charges will apply.
- 8.8 There is no minimum duration for this **account**.
- 8.9 If **you** have a complaint please telephone **us** on 08457 212 212 or write to Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY. **You** must repay **us** any amount **you** owe **us** in the terms and conditions including any rates.
- 8.10 The Co-operative Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK Office, payments under the Scheme are limited to 100% of the first £50,000 of the depositor's total deposits held with the Bank. Visit [www.fscs.org.uk](http://www.fscs.org.uk) for details.

### This is a copy of the declaration made by you:

- All subscriptions made, and to be made, belong to me
- I am 16 years of age or over
- I have not subscribed, and will not subscribe, more than £7,200 in total to a Cash ISA and a Stocks and Shares ISA in the same tax year
- I have not subscribed, and will not subscribe, more than £3,600 of the overall £7,200 total to a Cash ISA
- I have not subscribed, and will not subscribe, to another Cash ISA in the same tax year that I subscribe to this Cash ISA
- I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with a person who performs such duties. I will inform The Co-operative Bank if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with a person who performs such duties
- The information provided on this declaration form is true to the best of my knowledge and belief
- I agree to the Co-operative Bank Cash ISA Terms & Conditions.

### I authorise The Co-operative Bank p.l.c. to:

- Open a Cash ISA account in my name
- Hold and process this information which may be used in accordance with condition 5 of The Co-operative Bank terms and conditions
- Hold my cash subscriptions and any interest earned on those subscriptions
- To make on my behalf any claims to relief from tax in respect of my Cash ISA investment.

**Please call 08457 212 212 if you would like to receive this information in an alternative format such as large print or Braille.**

**The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.**

Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number IP29379R.

**The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).**

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